

1 An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis  
2 to execute a lease of City-owned property located in City Block 436 to Cannon Design  
3 Powerhouse, LLC, for a period of Ten (10) years with One (1) additional Five (5) year  
4 option for renewal at lessee's request, and containing an emergency clause.

5 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

6 **SECTION ONE.** The Mayor and Comptroller of the City of St. Louis are hereby authorized  
7 and directed to enter into the following Lease of City-owned property located in City Block  
8 436, as more fully described in such Lease, for purposes of storing materials and installing  
9 and operating HVAC equipment in connection with Lessee's renovation of 1100 Clark  
10 Avenue, as set forth in such Lease, which is attached hereto as Exhibit A.

11 **SECTION TWO.** Emergency Clause. This ordinance, being necessary for the immediate  
12 preservation of public peace, health, safety, and general welfare, shall be and is hereby  
13 declared to be an emergency measure within the meaning of Sections 19 and 20 of Article  
14 IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect  
15 immediately upon its passage and approval by the Mayor.

## EXHIBIT A

### LEASE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of St. Louis, a Municipal Corporation of the State of Missouri, through its Comptroller pursuant to Article XV, Section 2 of the Charter of the City of St. Louis, hereinafter referred to as Lessor, and Cannon Design Powerhouse, LLC, whose address is One City Centre - 25<sup>th</sup> Floor, St. Louis, MO 63101, hereinafter referred to as Lessee.

WITNESSETH:

WHEREAS, There does exist certain property owned by the City of St. Louis and more fully described as follows:

Premises located in the northeast corner of the building known as and numbered 1122 Clark Avenue, comprised of an open first floor garage area, basement, and roof; said footprint containing approximately 3,000 square feet, and excluding an existing AmerenUE substation, hereinafter collectively to be referred to as the "Subject Property".

AND WHEREAS, Subject Property currently is unused by the City of St. Louis.

AND WHEREAS, Lessee has submitted a proposal whereby it desires to lease said Subject Property for the sole use of storing materials and installing and operating HVAC equipment in connection with Lessee's renovation of 1100 Clark Avenue.

NOW, THEREFORE, in accordance with the covenants and agreements herein

contained, the parties hereto hereby obligate themselves as follows: The City of St. Louis, Lessor, lets unto Lessee the above legally described real property for a period of Ten (10) years, commencing on the 1st. day of October, 2007 and ending on the 30th day of September, 2017, with One (1) additional Five (5) year option for renewal at lessee's request subject to the terms, conditions, and covenants hereinafter set forth.

1. The rent for the term of this lease shall be Three Thousand Dollars (\$3,000.00) per year, paid in advance in annual installments, and other valuable considerations as heretofore set forth in this agreement.
2. The use of the Subject Property let hereunder shall be for the sole and exclusive purpose of storing materials and installing and operating HVAC equipment in connection with Lessee's renovation of 1100 Clark Avenue. Lessee is hereby granted the right to undertake all activities contemplated by and incidental to said exclusive purpose. This lease is not assignable, except to a subsidiary of Lessee, nor shall Subject Property be used or permitted to be used for any purpose other than set forth above without the written consent of Lessor.
3. Possession of the demised premises shall be given to Lessee by Lessor upon full execution of this agreement by both parties hereto. LESSEE AGREES AND COVENANTS TO TAKE THE SUBJECT PROPERTY IN "AS IS" CONDITION. Lessee acknowledges that City has made no representations, warranties, or statements regarding the condition of the Subject Property, any improvements thereon, or the suitability of the Subject Property for the use contemplated by Lessee and described in Section 2 of this agreement. Lessee states that it has inspected the Subject Property and improvements thereon, finds their current

condition satisfactory and suitable to its needs, and accepts them under this agreement in "AS IS" condition.

4. Upon prior written permission of Lessor, said permission to be reasonably given, Lessee shall provide at its sole cost and expense, all necessary renovations and repairs to the Subject Property, and any improvements placed thereon, by Lessee deemed desirable by Lessee. Any permanent construction and/or substantial alterations at or on demised premises, including but not limited to upgrades or repairs to; paved surfaces, floors, plumbing, sewer, electrical, HVAC, roof, walls, foundation, appliances, and lighting, shall become part of the demised premises and become property of Lessor. During the term of this Agreement, Lessee shall use reasonable diligence in the care and protection of the Subject Property. Lessee agrees to keep the Subject Property in continued good order, free from any nuisance or filth upon or adjacent thereto. Lessee covenants that it will follow all laws and regulations applicable to the Subject Property, and not to use or permit the use of the same or any part thereof for any purposes forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of the Subject Property. Additionally and specifically, Lessee agrees to provide Lessor with reasonable access to the property and any improvements placed thereon.
5. Lessee shall provide all utilities required for the intended purpose as set forth in Section 2 of this agreement.
6. Lessee shall at all times during the term of this agreement maintain at its own expense liability insurance coverage in the amount of \$100,000 per person,

\$300,000 per incident, and \$50,000 property damage, or in a different amount if deemed desirable by the Comptroller of the City of St. Louis, naming the City of St. Louis as an additional insured, and file a certificate of same with the Comptroller of the City of St. Louis. Lessee hereby agrees to hold Lessor harmless and indemnify Lessor from all and any claims, demands, actions, causes of action or judgments against Lessor for personal injuries or damages to property arising out of or resulting from, directly or indirectly, Lessee's use of the Subject Property, including reimbursement of all costs expended by Lessor in defense of any such claim, demands, actions, causes of action, or judgments. Lessee shall be fully and completely responsible, at its sole cost and expense, to remediate any environmental contamination resulting from Lessee's use and/or possession of the demised premises under the terms of this agreement. Lessee shall be fully and completely responsible, during the full term of this agreement, for any destruction to the Subject Property or any improvements placed thereon, by any act of God or other cause. In the event that any such act of God or other cause renders the Subject Property unfit or unusable by Lessee, Lessee may, at its option, terminate this agreement upon 90-day written notice to the Comptroller. Termination under this section of the lease shall be Lessee's sole recourse against Lessor in the event of destruction by act of God or other cause.

7. The Comptroller of the City of St. Louis, upon review of the information made available to Lessor pursuant to this agreement, shall be empowered to terminate this lease in accordance with the default, breach and/or termination provisions set forth in this Agreement.

8. From and after the date of execution of this lease, both parties shall comply with all laws, ordinances, regulations, and orders of Federal, State, County, and Municipal authorities pertaining to the Subject Property and any improvements and operations thereon.
9. Both parties agree that Lessee is not an agent or employee of Lessor.
10. Lessee agrees that in the use of the Subject Property or in the use of any property used in connection with the Subject Property, Lessee will not exclude or discriminate against any person solely because of race, color, or creed, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of said property.
11. The Americans with Disabilities Act (ADA) prohibits discrimination based on disability. Lessee covenants to comply with the provisions of the Americans with Disabilities Act and provide necessary documentation of their compliance efforts as required by the Commissioners of the Office on the Disabled.
12. Lessee bears full and complete authority for obtaining any permits, licenses, and/or approval required from the City of St. Louis and/or its boards, departments, and agencies, as may be applicable, and Lessee covenants that it will follow all laws and regulations applicable to the Subject Property. Lessee hereby agrees to complete all improvements necessary to meet City codes and to obtain any required occupancy or use permit(s) within One Hundred Eighty (180) days after this agreement has been properly signed by all parties to this Lease.
13. The covenants and agreements contained herein shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties

hereto. Whenever used, the singular number shall include the plural; the plural, the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertaking shall be joint and several. Notwithstanding the aforementioned provisions, Lessee may not sublease the Subject Property nor may the Subject Property be used by Lessee's successors or assigns for any purpose other than those delineated in Section 2 of this agreement during the full term of this lease agreement, unless the Board of Estimate and Apportionment of the City of Saint Louis provides Lessee with written approval of such a sublease or amended exclusive purposes. No modifications or changes shall be made to this Lease unless the same are made in writing and signed by all parties to this Lease.

14. If the Subject Property or any portion thereof is required by the Lessor for any municipal purpose, Lessor shall have the right to enter upon and take possession of the Subject Property and any improvements thereon and to terminate this Lease prior to the expiration of its term. Lessee agrees and covenants to vacate the Subject Property fully and completely upon 90-day written notice of such termination by Lessor to Lessee. Additionally, Lessee may terminate this Lease prior to the expiration of its term upon 90-day written notice to Lessor.
15. All notices to be given shall be in writing, be deposited in the United States Mail, certified with return receipt requested, postage prepaid.

If to Lessee:           Cannon Design, Powerhouse, LLC  
                                  Kent Turner, AIA  
                                  One City Center - 25<sup>th</sup> Floor  
                                  St. Louis, MO 63101

If to Lessor: City of St. Louis Comptroller  
Real Estate Section  
1200 Market Street, Room 311  
St. Louis, Missouri 63103

w/copy to: City Counselor  
1200 Market Street, Room 314  
St. Louis, Missouri 63103

or to such other addresses as either party may later designate.

16. This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day  
and year first written above.

LESSEE

CANNON DESIGN  
POWERHOUSE, LLC

LESSOR

CITY OF ST. LOUIS

By: \_\_\_\_\_  
Kent Turner, AIA  
President

By: \_\_\_\_\_  
Darlene Green  
Comptroller

Approved as to legal form:

Attest:

By: \_\_\_\_\_  
City Counselor

\_\_\_\_\_  
City Register